Banking

11 of 1908

Sl. no ~~14, 24/2~~ 15

14/15

G. R. S. 58

Previous references.

3. 11Q120/88 26, 27, 38, 40, 41. B. 13-06.
1W 2 08 .. 30-31 Banks. 3-0) 1908-9
Aug. 08 .. 1-2 .. 11-08
(Banking)

Later references.

21 .. 04
B May 11. 88/14 5, 21 24 B .. 10

File No. 11—08

Serial Nos. ~~4 944~~ 4 944½

~~5~~ 14 815

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 4 944½

Part B. for March 1909

SUBJECT.

Remission of the accumulated arrears of interest due by Mr. Usman Sahib of the Kolgroe Estate, Mangalore & re mortgage to Govt.

---

4) To the Revd Commr No H 2135 & 9.11.08 forwards the petition from Usman Sahib for opinion on the requests made therein and also requests that information may be obtained and supplied on certain points.

To Usman Sahib. No. 2135 & 9.11.08
Informed him of the above

4½) To the Dy. Commr Kanara dated 1 comptroller Govt & Mr. Usman & No. 2135/4 3 & 7.3.09)
Grants the prayer subject to certain conditions

GPS—8,000—7-4-07

G.R.S. 11]

1908-9

GENERAL AND REVENUE SECRETARIAT.

(Banking

NOTES.

File No. 5/11

FILE HEADING.

Lake Agricultural Bank at Vallesfur.

From

Mr Wetherall

No. D. O Dated 4.10.08 Received

Diary No. 1187	Enclos. Nil Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

Re prayer of coffee planter Mr Usman Khan of Golconde estate Warangal Dt for remission of interest on the money lent to him.

NOTES AND ORDERS.

Mr Usman Khans prayer from the beginning was that he may be allowed to pay only the principal amount in ten annual instalments

NOTES—First sheet.

GPB —30,000— 20-3-06.

Serial No.

to the Govt from the ninth year'. This petn is dated 1st March '07 - for which endorsement issued stating that the remission of the accumulated interest would be taken into consideration after he has duly paid up all the instalments as proposed by him'.

Again in his petn dt 15-6-08 he states - 'I was promised in person that the arrears of interest would be fully remitted' by whom the promise was given is however not stated. Further up in the same petn he tries to be still clearer & states that 'Unless Govt is pleased to state clearly their remission of the whole of the interest due by me this money lenders will not enable me either to meet the working expenses or

GPB -50,000—17-3-07

Serial No.

P

to pay the instalments due to Govt. & therefore pray that the Govt will graciously state clearly that the interest due by him will be remitted."
to which Govt in their Endt No 7138 dd 9-7-08 stated it informed Dr Ismail Sahb that "in the event of his continuing to pay the instalments duly due in proper time the Govt would be glad to forego their claim for interest but that the claim cannot at this stage be given up in anticipation of the payment of the instalments."
From the above it is clear that Dr Ismail Sahb wanted an assurance from Govt that in case he undertook to pay the principal advanced by Govt in 10 annual instalments the interest

Serial No.

not only the accumulated arrears of interest — but the interest now ~~annually~~ being collected ~~thereafter~~ on the original loan, along with the annual instalment towards principal would be graciously waived. The Govt. issued to him on different occasions not being clear on the point. urged by him he ~~wrote~~ has asked up his petn. of 17-8-08. for an acct. as to how his payments hitherto was being credited & how much he has yet to pay Govt. — no doubt in the ~~case~~ case to ascertain whether the entire payment has been credited towards the principal — as he wished it to be done. This certainly has not been done. During 1905-06 out of the total 13000 Rs paid by Mr Usman Khan besides crediting Rs 657-0-9 towards accumulated interest

provision in the Government Department.

X

NOTE.- Contn sheet.

GPB-50,00017—3-07

Serial No.

Rs, 20·97-11-9 has been credited as interest on original loan from 1-7-05 to 30-6-06. Again out 10190-13-5 paid by Dewan Kishan Khan during 1907-08 Rs 3811-4-6 has been credited as current interest on original loan for 1906-07 & 1907-08'. All these items of interest Dewan Bahadur ~~Kishan Khan~~ obviously wishes to have credited towards principal. ~~It~~ It is doubtful whether Govt are prepared to forego annual payment of interest on the original loan.

In the case of the Udevar Brothers - the Dewan ~~had proposed that Govt~~ are ~~prepared~~ seems to have held out a promise that in the event of the principal being returned in a lump sum - Govt may ~~forego~~ the waive their claim

NOTE- Contn sheet.

Serial No.

to the whole amount of interest. The Usman Sahib on the other hand prays for a much more liberal concession than the Govt were prepared to concede in the case of the Edwar Brothers – to spread the payment of the loan principal over a period of 10 years. It is for consideration whether Govt are prepared to grant this prayer

AK
15/11/08.

Subd
N 13/11.

Mr. Usman Sahib's request is for exemption from payment of interest. Whether he refers only to the interest due on the date the Bank was wound up & individual liability was enforced or to the entire interest, including that payable on the debt subsequent to the winding up of the Bank & that on the advance for working expenses obtained by him is however not quite

NOTE—Contn sheet.

Serial No.

clear Nor is it clear from Endorsement of 9.7.08 what interest Govt are prepared to remit in the event of Mr. Usman Sab paying the balance of principal in ten instalments. The Dy Commr has understood the order to mean that the remission if allowed would be of only the accumulated interest payable on date of winding up of the Bank & not of interest on either the debt subsequent to that date or on the working advance. In Endorsement issued on 16-11-07, Govt refer to the accumulated arrears of interest, apparently the balance of interest overdue on date of the closure of the Bank. The request of Mr Usman Sab however, as made in his petition of 1.3.07 seems to have been

GPB -50.000—17-3-07

Serial No.

for exemption from payment of all interest. This request is repeated in his petition of 15-6-05 as also in the representation referred to in the Secy's D.O of 2-10-05 to Mr. Wetherall.

What Mr. Usman Sab wants is an explicit assurance that no interest whatever will be claimed. If this assurance is given he would pay the principal of the debt in ten instalments & the under this arrangement the amounts hitherto paid by him, subsequent to the winding up of the bank would have to be adjusted entirely towards the principal From endorsement of 5-10-05 it is evident that Govt are not prepared to give any such ~~Specific~~ assurance now tho' they are inclined to show some Consideration by way of remission of interest.

Forwarded to the

Dy/20
No H 418 14-10-08
Encl 1 & 01
NOTE—Contn. sheet.
3 collectors

GPB—50.000—13-5-08

Serial No.

Assistant Compiler in charge of the "Loan Accounts" for kindly putting below information under the following heads :-

1) Principal outstanding on the date the bank was wound up.

2) Overdue Interest on the same date.

3) ~~Total~~ Total interest on the total working advances sanctioned by Mr U Sab

4) amount of overdue working advance if any

5) Interest due on the original debt from date of winding up of the Bank to 30.6.05

6) Total amount paid up to date by Mr U Sab, subsequent to the winding up of the Bank

7) Particulars of the adjustment of

NOTE—Contn. sheet.

GPB—50.000—13-5-08

Serial No.

above (item no 6)

M. Allen Macleod
Asstt Secy
13.10.08

Note No. 25 dated 16th October 1908

The information asked for is not available in this office. The accounts maintained here are only of the Afs Bank as a whole and of its transactions with Govt, and not of the individual members who have taken loans from the Bank

M. Allen Macleod
Asstt to Comptr
16.10.08.

Submd
to 17.10.08.
17/10

The exact amount, which Mr Usmon Sab wants Govt to forego is not ascertainable. It is doubtful if it is necessary or desirable to be more definite than the Endorsements of 16-11-07 & 9-7-08 regarding the relinquishment by Govt of their claim to interest. At the same time, a definite promise will enable the debtor to exactly estimate his liability

NOTE—Contn. sheet.

GPB—50.000—13-5-08

V

Serial No.

will facilitate his borrowing from others, who would, after a promise of this kind by Govt, know exactly the value of the security and Usman Sahib offers for the loan he proposes to take from them. But if Govt promise to give up their claim to the interest payable by Mr Usmb they can not refuse to make similar promises to other debtors. As for the promise itself, there is not much to be gained by making it when, as is the case in regard to all these debts, there is no guarantee for the repayment of the principal of the loan.

Genl Secy

9-10 8

Respectfully resubd.

3 Further petn from Hr Usman Sahb. dd 21st Septr 08.

This petn throws some light on the points mooted above

NOTE—Contn. sheet.

GPB—50,000—13-5 08

Serial No.

Rs in under
Secretariat No 2

Her Roman Catholic owns to
his being indebted to Govt
in the sums of Rs 5-2443-9-0
for the principal & Rs 12616-7-0
for interest & to his under-
taking to pay the said amounts
in 25 annual instalments
on the 27th June of same
then he has paid 13000 Rs
during 1905-06 & Rs 10190-13-5
during 1907-08- in all ~~23190-13-5~~
Rs 23190-13-5. Deducting out
of this total, advances made
for working expenses & the
interest decried thereon during
these years which come upto
to Rs 8390-15-5— a sum of
Rs 14799-14-0 is left for
adjustment towards the
original loan & interest.
out of this amount the
Dt authorities credited
a sum of 5-909-0-3 as
current interest on orginal
loan. This her Roman Cath.
would evidently wish credited
towards the old loan.

Key X
Rs in under
Secretariat No 1

W to Imperial Roman
1905-6-6000-0-0
Interest 113-5-4
1907-08 2189-15-7
Interest 87-9-6
8390-15-5

NOTE—Contn sheet.

GPB—50,000—17-3-07

G. R. S. 12]
General and Revenue Secretariat.

B File No. 1 of 1908

Serial No.

further no mention as ~~made~~ found of any payment having been made during 1906-07 on any acct whatever. This is significant in view of his present prayer. Mr Usman Sab now having taken for granted that the Endt. No. H 138 of 9-7-08 ~~that~~ conveyed a definite assurance on the part of Govt to forgo their claim to interest ~~now~~ ~~now~~ Seeks the further concession of allowing him to pay 2 instalments in a lump every alternate year. in view of the failure of crops every alternate year. Judging from the past no payment of any Govt will be forthcoming during the current year 1908-9 or perhaps contemplated. Mr Usman Sab mentions in his petn dated 1st March 07 ~~payment~~ payment of the Govt dues in 10 annual instalments. In the light

Hag P

Hag T

NOTE—Contn sheet.

G.P.B.—50,000—17-3-07

Serial No.

of his present prayer is that to be construed as to ~~be allowed~~ alternate double instalments - which is the same as payment in 20 annual instalments with the disadvantage to Govt of losing interest on the annual instalment thus waived to be collected every alternate year.

Submitted for orders

Secl
20.10.08

Genl Secn

Secl 20/10/08

Why not send these petns to the Revenue Secy to Govt for ~~his~~ their opinion, and also get any information necessary such as that noted by the Board of Revenue? In the meantime an interim reply may also be issued to petr.

31/10/08

Draft in Secl 2.11.08

Draft submitted as above

Secl
4.11.08.

Issue
Secl 6/11/08

4/11

For the Chief Secretary
Secl R. 2135 9-11-08

NOTE—Contn. sheet.

GPB—50,000—18-5-08

Serial No.

Forwards the petn of Usman Sab for ~~favourable~~ opinion on the requests made therein & also requests that information may be obtained & supplied on certain points

Ltr Usman Sab
Dtd 21 36 of 9-11-08
Informs claim of the above

From Usman Sab.
Petn dtd 3335 of 15-3-09
Requests that the Dy Commr may be asked to credit his payments towards the principal only & further directed not to interfere with the disposal of his crops as it tends to ruin his credit

The present petn covers the same ground as the previous petn ~~matter~~. The previous items are now with the Dy Commr & certainly it cannot be urged that he is unaware of the reasons

NOTE—Contn sheet.

GPB—50,000—17-3-07

3126

G. R. S. X. 10]

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Requisition for Papers

Section B

A

B

Filed

Deposit

File No 11 – 08

Serial No. 25

To be put up with Diary No.of 898 1923

Signature

Branch

Section

Date

3127

G. R. S. X. 10]

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Requisition for Papers

Section ~~E~~ F

A

B

Filed

Deposit

File No 11 — 08

Serial No. 26 & 27

To be put up with Diary No.of 898 1923

Signature T N K Ramanna

Branch L & S. F.

Section

Date 12. 9. 23

Serial No.

urged by her human sale for special treatment. In the absence of explicit orders from Govt the Dy Commr has pursued the usual course open to him in such cases by enforcing Govt's lien on the crop for the recovery of the amount due to Govt. by human sale. The file relating to human sale has been received from the Dy Commr's office along with the other papers of the 2 Coffee lands. A study of the papers would go to show that ~~[illegible]~~ all along he has been addressing letters to different authorities under Govt with a view to get an assurance that Govt would collect the principal only & forgo the interest due by him. Promises of detailed consideration of this question he has taken as definite assurances. In view of the fact that the Dy Commr can after all

GPB—60.000—17-3-07

Serial No.

say nothing more favourable of to his Roman Sate than he has said of himself it is a point for consideration whether the intention of Govt as far as can be gathered from a study of the previous notes may not be communicated to him - which is that till his annual payments to be paid regularly reach the total amounts of principal borrowed by him from Govt, the amount paid by him his payments should continue to be credited as is being done at present by the Dy Comm.

hrb
25.3.07
mk 24/3

GPB—50 000—17-3-07

Serial No.

24/3.

Dear Mr. Chandrasekharaiyer,

The bearer of this note has been seeing the Dewan for the past few days with a request connected with the loan given to him by the Agricultural Bank. The Dewan thinks his case is a hard one and deserving of sympathy. He will be glad if you can find your

The report called for, so far back as Nov last, from the Revenue has not yet been received. It seems unnecessary, however, to wait for it. The petn's main request is that Govt may forego, not only the arrears of accumulated interest but also current interest on the principal due by him. His concession

NOTE—Contn. sheet.

GPB—50,000—18-5 08

way to meet his wishes to some extent and have suitable orders issued.

Yours sincerely

R Ramaswamy Iyer

Serial No.

has, in a way, been promised to him in the endorsement ~~referred~~ given on 9th Jul 1907 No. H 1388 (The interest herein referred to is evidently current interest since the earlier endorsement of 16-11-07 already dealt with the ~~arrears~~ accumulated arears of past interest.) We may now make the intention of Govt more explicit by declaring that in the event of the petr paying all the instalments due in proper time, they will forego (1) the accumulated arears due on the date of the winding up order Lallkoan Bank and (2) the current interest on the principal remaining unpaid. Deductions may also be ordered to be made in the dept Cur to credit the whole what may have been paid hitherto, & what may be paid hereafter by the petr towards principal only & not towards interest, so long as the instalments due are being punctually paid up year by year. The prayer about payment of the instalments together in allotable years is inadmissible & ought to be refused.

but that if default is made in any one instalment, the whole amount of current & accumulated interest will be recoverable at once.

NOTE—Contn. sheet.

GPB—50,000—13-5 08

Serial No.

A similar bill like the above, while welcome to the Ryot, is also the most advantageous to Govt in the long run as it seems hopeless to recover any [redacted] real portion of the principal by coercive measures if coupled with the liability to pay interest.

24-3-09

Draw

12427
24.3.09

I agree. Orders may issue accordingly. I think the Secretary has adequately understood what the Ryot says about paying two instalment together. The payment is anticipatory and not one of arrears.

25/3/1909.

Proceedings & issue quickly, if possible today.

Draft ordered

Draft

26/3

Note—Cont'd. sheet.

Para 2 (b) of the Ryot's representation was however not clear & hence a particular reference was necessary for an anticipatory payment.

GPB—50.000—13-5-08

Serial No.

To

1 The Dy Commr Kassauli

" Simla

" Kasauli

No 7C 4341-3 d 27-3-09

States that on the work of Usman Sah continuing to pay the annual instalments regularly interest will be remitted on the loan advanced to him & instructs the Dy Commr to credit payments hitherto made towards principal only.

GPB—50,000—18-5 08

Camp Mysore.

2nd October 1908.

Dear Mr. Wetherall,

Coffee planter Mr. Y. Usman Sal of your District represents that, in spite of the definite orders of Govern ment, the local officials decline to credit towards instalments of principa due from him the periodical payments made by him on that account, but that they persist in taking such payments towards interest, though the Government have promised to forego their claim for interest in case Mr. Usman Sab continues to pay up the remaining instalments of principal punctually.

Mr. Usman Sab refers evidently to the orders of Government communicated to him in this office Endorsement No. Fl.138/B.3-07-31 dated the 9th July 08 I dare say these orders were also simultaneously communicated to you.

Will you kindly let me know for the information of Government what the trouble is, and whether there is any foundation for the complaint made by the individual in question?

Yours Sincerely,

Sd/- K.S.Chandrasekhara Aiyar.

P.S. I send this letter through the hands of Mr. Usman Sab himself, so that you may ascertain further details if necessary from him.

9L/ Please submit reply card with 4-10-08 a note.

Mysore

D 1181 4th October 1908.

Dear Mr Chandrasekhara Iyer,

With reference to your D.O. letter dated Mysore 2nd instant sent by Mr T. Usmandab, Coffee planter, Golgonde & Mangerabad Taluk, (today received) stating that he has represented to you that the major portion of the amount paid by him has been credited towards interest &c, I write to inform you that Mr T. Usmandab paid Rs: 10,190-13-5 for the year 1907-08, and that the same was credited towards his account as detailed in the margin. Hence it may be seen that nothing was credited towards accumulated arrears of interest on the original Loan

Towards principal of original Loan	4101-15-10
Current interest on original Loan for 1906-07 & 1907-08	3811-4-6
Deficit of working expenses	2189-15-7
Interest on deficit of working expenses	87-9-6
Total	10,190-13-5

Loan as apparently represented by Mr. T. Usmanbab.

In the endorsement granted to Mr. T. Usmanbab by Government in their No: Fl. 25-31/13-13-06-27 dated 16th November 1907, Copy of which was received by me through the Revenue Commissioner, it is stated that if Mr. T. Usmanbab pays up the instalments of the original Loan in ten years his prayer for the Remission of the accumulated arrears of interest would be taken into favourable consideration. In pursuance of this order current interest on the original Loan, deficit on working expenses and interest thereon were deducted

deducted from the amount paid by Mr. T. Usmanbab for 1907-08, and the balance of Rs 4,101-15-10 credited towards the principal of the original loan. Nothing was deducted towards accumulated arrears of interest on the original loan.

Government proceedings No: Fl. 138 B. 3-07-31 Dated 9th July 1908 quoted in your D.O. letter under reply was passed upon the endorsement quoted above, and does not seem to imply that current interest or deficit of working expenses, and interest thereon should not be satisfied prior to repayments towards the principal of the original loan.

As deficit on working expenses and interest thereon have now been completely satisfied, there will be

no

no such deductions in the current Year from the re-payments which may be made by Mr. Usmansab.

Yours Sincerely,

M. W. Wetherall

Two Proofs

3

GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

( )

Office Memorandum.

No. H 2135 / B 11-08-4 Dated Bangalore, the 9 Nov 1908

Subject.	The accompanying Petition ~~No.~~ Registered ~~No. 1197~~ ~~1298~~ 1298 dated ~~21-9-08~~ 21-9-08 received in this office, from ~~Bombay~~ Kodagu Dak Coffee planters Gol Conda estate & a member of the late Sakleshpur Agrl Bank

is forwarded to The Revenue Commissioner for ~~report~~ favours of opinion on the request made in them.

2) Information may also be kindly supplied on the following points.

1) Principal outstanding against petitioner on the date the bank was wound up

2) Interest on the same date

By Order,

For Particulars of the Loan vide the above (Item No 4)

3) Total interest on the total working advances obtained by Gol Conda

For SECRETARY.

4) amount of principal due on the working advance up

5) Interest due on the original debt from the date of winding up of the Bank up to 30-6-

6) Total amount paid by petitioner up to date

& subsequent to the winding up of the Bank

GPB—1,000—23-11-05.

4

G. R. S. No.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,
GENERAL AND REVENUE SECRETARIAT.

(FINANCIAL)

Dated Bangalore,

No. H2136 / B W 08-5 the 7th October - 1908

ENDORSEMENT GRANTED TO Sir Usman Khan Coffee planter Golconde Estate & a number of the late Capel Bank at Salkeopur

in reply to his Petition Registered No. 1184 & 1298 dated 4-10-08 & 21-9-08 respectively praying for the remission of interest on the money due by him advanced to them by Govt

Petitioner is informed that his petns have been forwarded to the Accountant for ~~his~~ opinion report on receipt of which orders on his prayer will be passed -

By Order,

Typed S.K 7/11.

Secretary.

GPB—1,000—11-11-05.

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ಎ 3335 5

To,

The Government of His Highness

The Maharaja of Mysore.

The humble petition of T. Usman Sab, Coffee Planter, Golagonde Estate, Manjarabad Taluk, Hassan District.

Most Respectfully Showeth:-

1. That the humble petitioner is one of the debtors of the Agricultural Bank at Sakalesapur.

2. That the petitioner memorialised the Dewan Sahib by his petition dated the 1st March 1907 praying (a) that he may be permitted to borrow money by hypothecating the produce of the estate and (b) that he may be allowed to pay the principal amount only in ten yearly instalments to the Government from the following year.

3. Petitioner was granted an endorsement in reply dated the 16th November 1907 No.Fl 2531/b 13-06-27 to the effect that Government saw no objection to his borrowing money - for the working expenses of the Estate if needed be on the security of the crop, and further that if the petitioner paid up the principal amount due in instalments as proposed by him in his petition the Govemment would then favourably consider his prayer for remission of the accumulated arrears of interest.

The principal amount owing by the petitioner then

was Rs.43,059-11-10 and therefore the yearly instalment due from petitioner is Rs. 4,306/- nearly.

6. Petitioner has since he was granted the above endorsement paid into the Treasury a sum of Rs. 10,190-15-5 being proceeds of crops and a further sum of Rs. 1,150-0-0.

7. Petitioner respectfully submits that the Deputy Commissioner has acted directly in controvention of the order of Government in crediting Rs. 3,811-4-6 as stated above towards interest.

8. If the above amount of Rs. 3,811-4-6 is credited towards principal as it ought to be the amount paid by the petitioner together with the Rs. 1,150/- still held in deposit is more than two yearly instalments by Rs. 451-5-2 and therefore he has to pay his next instalment only in 1910.

9. Petitioner respectfully submits that the instalments paid ought as clearly stated in his petition reffered to in para 2 above and allowed by Government in its order reffered to in para 3 above to be credited towards principal only.

10. Though the petitioner has as stated above already paid all the instalments due from him yet the Deputy Commissioner of Hassan is preventing him from disposing of his crop as the petitioner may desire.

1. The petitioner has relying on the Government order incurred liabilities for working expenses on the promise of his crops.

2. The infringment of the petitioner's liberty in dealing with his crops inspite of the Government order is unreasonable and tends to ruin his credit and makes it impossible for him to work the estate properly and pay the instalments.

Petitioner therefore respectfully prays,

(a) That the Deputy Commissioner may in the spirit of the above order of Government be directed to credit all amounts paid by petitioner towards the principal amount only due from petitioner, the question of interest being reserved for favourable consideration as promised when the principal is fully paid up as proposed.

(b) That the petitioner may according to the fluctuations in crops be permitted to pay two yearly instalments together.

(c) That so long as the petitioner is not in arrears paying up the instalments as permitted by the Government order he may not be interfered with in the disposal of his crops.

(d) That as the petitioner has paid all the instalments due from him up-to-date the Deputy Commissioner may be directed urgently not to interfer with the petitioner in the disposal of his present crops.

15th March 1909. ಮಾಡಿಕೊಂಡವನು

G.R.S. 28.]

File No. 11

Serial No. 4½

Diary No. of letter replied to 3335

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
(Banking

the 19

Date of issue 27 - 3 - 1909

Signed by Sm. M. V. Krishnaraa

READ—

Petitions Nos. 1181 + 1298 dated 4-10-08 + 21-9-08 respectively from Mr. Usman Sab coffee-planter, Goldgonde Estate and a member of the late Agricultural Bank at Sakles[illegible]

ORDER THEREON—No. complaining that the local ~~Dt~~ authorities decline to credit towards instalments of principal due from him, the payments made by him on that account and that they are adjusting such

over

SUBJECT.

GPB—5,000—7-5-09

payments towards interest though Govt have promised to forego their claim to interest in case of his paying up the instalments of principal punctually.

Petition dated 15-3-09 from Mr. Usman Sab on the same subject.

Order thereon No. H. 4341-3 D. 27-3-09.

The petitioner's main request is that Govt may forego not only the arrears of accumulated interest but also current interest on the principal due by him. In the endorsements nos. H. 2331 & 138 Dated 16/11/07 and 9-7-08 respectively, given to the petitioner, the Concession which Govt were prepared to show him, is mentioned. As however, a more definite assurance than that contained in the

G. R. S. 27]

GENERAL AND REVENUE SECRETARIAT.

(Continuation Sheet draft form).

the said endorsements is solicited by the petitioner to enable him to make efficient arrangements for working his estates by borrowing more elsewhere, Govt are pleased to state, that in the event of his paying all the instalments due in proper time, they will forego the accumulated arrears of interest due on the date of the winding up of the Bank and the current on the principal remaining unpaid - If however default is made in respect of any one instalment, the whole amount of current and accumulated interest will be recovered at once.

2. In the above circumstances, the amounts paid so far by Usman Sab since the winding up of the Bank, and those that will hereafter be paid by him will

GPB—500—8-5-09

will be credited entire towards the principal due by him.

(Sd) M. N. Krishna Rao
Secretary

26/3/9.

To the Deputy Comr Hassan Dt:
Comptroller.
Mr. Usman Sab.

G.R.S. 28]

Two Copies

8

File No. 11

Serial No.

Diary No. of letter replid to 3335

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.

(Banking

, *the* 190

Date of issue 27 November

Signed by M. Venkatasubbaiah

May W

READ.— Petns. ho 1181 & 1298 dt. 4.10.08 & 21.9.08 respectively from Mr. Norman Scott, Coffee planter & Govt. Rep. estate & a Member of the late Agri Bank at Nalkes for compla[illegible] that the Local Dt. Authorities decline to credit towards instalments of principal due from him, the ~~principal~~ pay-

over

ORDER THEREON.—No.

SUBJECT

ments made by him
on that acct, ~~but~~ and that
~~that they forfeit~~ as they are adjusting &
allow such payments
towards interest though
the Govt have promised
to forego their claim
~~for~~ interest in case
of his paying up
the ~~remaining~~ in-
stalments of prin-
cipal punctually,
order thereon. —

Petition dt 15-3-09
from Mr Nerman
Subject the same
Subject.
No 26/4341-3

A report ~~has been~~ copy
called for on the above petition dt 27th March
1909
~~petn's allegations~~
~~& above~~ from the
Rev Commrs so far
back as Nov last.
& no reply has yet been
recd. But since the
petnr in his petn
dt 15th March alleges
that his credit is

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation Sheet draft form.*)

Setting to be affected by further deferring orders on his petition, it seems unnecessary to wait for the report called for. The petitioner's main request is that Gorth may forego not only the arrears of accumulated interest but also current interest on the principal due by him. This concession has in no way been promised to him in the Endorsement No 7(2331/313-07-31) 1388 9th July 08. The interest therein referred to is evidently current interest since the earlier Endt No 7(2331/313-06-40 9/16-11-07 already dealt with accumulated arrears of past interest. In order to make the intention of Gorth more explicit, it is now declared that in the event of

By the Endorsements 7(2331/313 dt 16-7-08 and no 05/pt/138 dt 9-10-08 the Govt of the respective Provinces the petitioner the Concession Hardi prepared to show him is mentioned in the ~~two~~ ~~documents~~ ~~this~~ paragraph of the ~~letter~~ instruments however ~~dated~~ dt 9/16-11-07 more definite assurance than contained in the

Endorsements of 16th July 08 & 9th October 08 to the petitioner

Endorsements of 16th July 08 & 9th October 08 to the petitioner

HGCPB—30,000—5-4-05.

Govt are pleased to state that in the event of the
~~of the future~~ paying all
the instalments due
in proper time, ~~Govt~~ they
will forego the accumu-
lated ~~arrears~~ arrears
of interest due on the
date of the winding
up of the ~~Bank~~ Bank
~~Calcutta~~ & the cur-
rent interest on the
principal remain-
ing unpaid, ~~but that~~
~~if~~ however default is made
in respect of any ~~the~~
instalment the whole
amount of current
& accumulated interest
will be recovered at
once. ~~The Dy Commr~~ In the aforesaid cases
~~in the light of the above~~
~~order is directed to~~ will
~~credit the whole of~~ sd sum
the amts paid by
what may have been
paid by ~~him~~ H.S since the winding up of the Bank
~~and to~~ & what
~~has~~ ~~Whatever~~ will
hereafter be paid by him
~~by the future~~ will be credited exclusively towards the
principal ~~sum~~ due by him.

From Secretary
To - 2/9/19 -
The Dy Commr Hassan Dt
& Comptr. Mr Usman Sahb 24/9/19